

## AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM LEHMAN PROGRAM SECURITY

TO: THE DEBTOR AND THE BANKRUPTCY COURT

1. For value received, the adequacy and sufficiency of which are hereby acknowledged, **BANCA POPOLARE DI MILANO SOCIETA' COOPERATIVA** ("Seller"), acting on behalf of one customer (the "Customer") hereby unconditionally and irrevocably sells, transfers and assigns to **BANCA CREDITO EMILIANO SPA** (the "Purchaser"), acting on behalf of one or more of its customers (together with its customers, the "Purchaser"), and Purchaser hereby agrees to purchase, as of the date hereof, (a) an undivided interest, to the extent of the nominal amount specified in Schedule 1 attached hereto (the "Purchased Claim"), in Seller's right, title and interest in and to **Proof of Claim Number 56938** filed by or on behalf of Seller (the "Proof of Claim") against Lehman Brothers Holdings, Inc., debtor in proceedings for reorganization (the "Proceedings") in the United States Bankruptcy Court for the Southern District of New York (the "Court"), administered under Case No. 08-13555 (JMP) (the "Debtor"), (b) all rights and benefits of Seller and its Customer relating to the Purchased Claim, including without limitation (i) any right to receive cash, securities, instruments, interest, damages, penalties, fees or other property, which may be paid or distributed with respect to the Purchased Claim or with respect to any of the documents, agreements, bills and/or other documents (whether now existing or hereafter arising) which evidence, create and/or give rise to or affect in any material way the Purchased Claim, whether under a plan or reorganization or liquidation, pursuant to a liquidation, or otherwise, (ii) any actions, claims (including, without limitation, "claims" as defined in Section 101(5) of Title 11 of the United States Code (the "Bankruptcy Code")), rights or lawsuits of any nature whatsoever, whether against the Debtor or any other party, arising out of or in connection with the Purchased Claim, (iii) any rights and benefits arising out of or in connection with any exhibit, attachment and/or supporting documentation relating to the Purchased Claim, and (iv) any and all of Seller's and its Customer's right, title and interest in, to and under the transfer agreements, if any, under which Seller and its Customer or any prior seller acquired the rights and obligations underlying or constituting a part of the Purchased Claim, but only to the extent related to the Purchased Claim, (c) any and all proceeds of any of the foregoing (collectively, as described in clauses (a), (b), and (c), the "Transferred Claims"), and (d) the security or securities (any such security, a "Purchased Security") relating to the Purchased Claim and specified in Schedule 1 attached hereto.

2. Seller hereby represents and warrants to Purchaser that: (a) the Proof of Claim was duly and timely filed on or before 5:00 p.m. (prevailing Eastern Time) on November 2, 2009 in accordance with the Court's order setting the deadline for filing proofs of claim in respect of "Lehman Program Securities"; (b) the Proof of Claim relates to one or more securities expressly identified on the list designated "Lehman Programs Securities" available on <http://www.lehman-docket.com> as of July 17, 2009; (c) Seller and its Customer owns and has good and marketable title to the Transferred Claims, free and clear of any and all liens, claims, set-off rights, security interests, participations, or encumbrances created or incurred by Seller or against Seller; (d) Seller is duly authorized and empowered to execute and perform its obligations under this Agreement and Evidence of Transfer; (e) the Proof of Claim includes the Purchased Claim specified in Schedule 1 attached hereto; and (f) neither Seller nor its Customer has engaged in any acts, conduct or omissions, or had any relationship with the Debtor or its affiliates, that will result in Purchaser receiving in respect of the Transferred Claims proportionately less payments or distributions or less favorable treatment than other unsecured creditors.

3. Seller hereby waives any objection to the transfer of the Transferred Claims to Purchaser on the books and records of the Debtor and the Court, and hereby waives to the fullest extent permitted by law any notice or right to receive notice of a hearing pursuant to Rule 3001(e) of the Federal Rules of Bankruptcy Procedure, the Bankruptcy Code, applicable local bankruptcy rules or applicable law, and consents to the substitution of Seller by Purchaser for all purposes in the case, including, without limitation, for voting and distribution purposes with respect to the Transferred Claims. Purchaser agrees to file a notice of transfer with the Court pursuant to Federal Rule of Bankruptcy Procedure 3001(e) including this Agreement and Evidence of Transfer of Claim. Seller acknowledges and understands, and hereby stipulates, that an order of the Court may be entered without further notice to Seller transferring to Purchaser the Transferred Claims, recognizing Purchaser as the sole owner and holder of the Transferred Claims, and directing that all payments or distributions of money or property in respect of the Transferred Claim be delivered or made to Purchaser.

4. All representations, warranties, covenants and indemnities shall survive the execution, delivery and performance of this Agreement and Evidence of Transfer of Claim and the transactions described herein. Purchaser shall be entitled to transfer its rights hereunder without any notice to or the consent of Seller. Seller hereby agrees to indemnify, defend and hold Purchaser, its successors and assigns and its officers, directors, employees, agents and controlling persons harmless from and against any and all losses, claims, damages, costs, expenses and liabilities, including, without limitation, reasonable attorneys' fees and expenses, which result from Seller's breach of its representations and warranties made herein.

5. Seller shall promptly (but in any event no later than three (3) business days) remit any payments, distributions or proceeds received by Seller in respect of the Transferred Claims to Purchaser. Seller has transferred, or shall transfer as soon as practicable after the date hereof, to Purchaser each Purchased Security to such account, via Euroclear or Clearstream (or similar transfer method), as Purchaser may designate in writing to Seller. This Agreement and Evidence of Transfer supplements and does not supersede any confirmation, any other automatically generated documentation or any applicable rules of Euroclear or Clearstream (or similar transfer method) with respect to the purchase and sale of the Purchased Security.

6. Each of Seller and Purchaser agrees to (a) execute and deliver, or cause to be executed and delivered, all such other and further agreements, documents and instruments and (b) take or cause to be taken all such other and further actions as the other party may reasonably request to effectuate the intent and purposes, and carry out the terms, of this Agreement and Evidence of Transfer, including, without limitation, cooperating to ensure the timely and accurate filing of any amendment to the Proof of Claim.

7. Seller's and Purchaser's rights and obligations hereunder shall be governed by and interpreted and determined in accordance with the laws of the State of New York (without regard to any conflicts of law provision that would require the application of the law of any other jurisdiction). Seller and Purchaser each submit to the jurisdiction of the courts located in the County of New York in the State of New York. Each party hereto consents to service of process by certified mail at its address listed on the signature page below.

IN WITNESS WHEREOF, this AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM is executed this 29th day of May 2012.

CREDITO EMILIANO SPA

By:   
Name: Giorgio Ferrari

Title: Chairman of the board  
Via Emilia San Pietro, n.4  
42121 Reggio Emilia, Italy

Attn. Efsio Bertrand  
Phone 0039 0522 582  
Fax 0039 0522 583129  
e-mail [ebertrand@credem.it](mailto:ebertrand@credem.it)

BANCA POPOLARE DI MILANO SOCIETA'  
COOPERATIVA

By:   
Name: Gianfranco Venuti  
Maria Teresa Guerra

Title: Manager  
.Banca Popolare di Milano, 4  
20121-Milano Italy

Attn. .Maria Teresa Guerra  
Phone 0039.0277003767  
Fax 0039 .0277003881.  
e-mail [maria.teresa.guerra@bpm.it](mailto:maria.teresa.guerra@bpm.it)

Schedule I

Transferred Claims

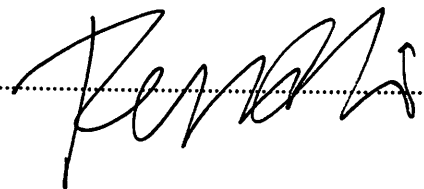
Purchased Claim

1.46 % of XS0176153350 EUR = USD 94,591.40 of USD 6,460,195.43 (i.e. the outstanding amount of XS0176153350 as described in the Proof of Claim dated 28 October, 2009 and filed on 29 October, 2009),

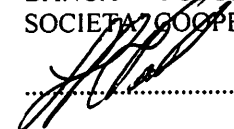
Lehman Programs Securities to which Transfer Relates

Description of Security	ISIN/CUSIP	Issuer	Guarantor	Principal/Notional Amount	Maturity	Accrued Amount (as of Proof of Claim Filing Date)
LEHMAN BROTHERS TREAS.BV 7%/LINKED 10.10.2003/2013 EUR	XS0176153350	LEHMAN BROTHERS TREASURY BV	Lehman Brothers Holdings Inc.	EUR 65,000.00 (equivalent to USD 91,976.79)	10/10/2013	EUR 66.847.74 (equivalent to USD 94,591.40)

CREDITO EMILIANO SPA

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BANCA POPOLARE DI MILANO  
SOCIETA' COOPERATIVA

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IN THE UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK

Form 210A

United States Bankruptcy Court

SOUTHERN DISTRICT OF NEW YORK

In re LEHMAN BROTHERS HOLDINGS INC., et. al., DEBTORS

Case No. 08-13555 (JMP)  
JOINTLY ADMINISTERED

TRANSFER OF CLAIM OTHER THAN FOR SECURITY

A CLAIM HAS BEEN FILED IN THIS CASE or deemed filed under 11 U.S.C. § 1111(a).  
Transferee hereby gives evidence and notice pursuant to Rule 300 1(e)(2), Fed. R. Bankr. P., of the transfer,  
other than for security, of the claim referenced in this evidence and notice.

**Credito Emiliano S.p.A.**

Name of Transferee

**Banca Popolare di Milano SpA**

Name of Transferor

Name and Address where notices to transferee  
should be sent:

Court Claim #: 56938

Total Amount of Claim: \$ 13,094,402.77

Credito Emiliano S.p.A.

Via Gandhi 2/C

42123 Reggio Emilia

Italy

Attn: Stefania Catellani

E-mail: scatellani@credem.it

Date Claim Filed: October, 29 2009

Partial claim transferred: \$ 94,591.40

Phone: 0039 0522 582464

Last Four Digits of Acct #: N/A

Phone:

Last Four Digits of Acct. #: N/A

Name and Address where transferee payments  
should be sent (if different from above):

Phone: *[inserire contatto telefonico del ricevente il pagamento per conto del cessionario]*

Last Four Digits of Acct #: N/A

*[Inserire riferimenti bancari del cessionario]*

I declare under penalty of perjury that the information provided in this notice is true and correct to the best of  
my knowledge and belief,

By: 

Transferee/Transferee's Agent

Date: July, 16 2013

*Penalty for making a false statement:* Fine of up to \$500,000 or imprisonment for up to 5 years, or both 18  
U.S.C. §1152 & 3571.



**United States Bankruptcy Court/Southern District of New York**

Lehman Brothers Holdings Claims Processing Center  
c/o Epiq Bankruptcy Solutions, LLC  
FDR Station, P.O. Box 5076  
New York, NY 10150-5076

**LEHMAN SECURITIES PROGRAMS**

Filed: USBC - Southern District of New York  
Lehman Brothers Holdings Inc., Et Al.  
08-13555 (JMP) 0000056938

In Re: Chapter 11  
Lehman Brothers Holdings Inc., et al., Case No. 08-13555 (JMP)  
Debtors. (Jointly Administered)

Note: This form may not be used to file claims other than those based on Lehman Programs Securities as listed on <http://www.lehman-docket.com> as of July 17, 2009



Name and address of Creditor: (and name and address where notices should be sent if different from Creditor)

Banca Popolare di Milano Società Cooperativa a r.l.  
Piazza F. Meda, 4  
20121 Milano  
Italy  
Attention: Ms. Maria Teresa Guerra

☐ Check this box to indicate that this claim amends a previously filed claim.

Court Claim Number: \_\_\_\_\_  
(If known)

Filed on: \_\_\_\_\_

Telephone number: +39 02 77003767 Email Address: maria.teresa.guerra@bpm.it

Name and address where payment should be sent (if different from above)

☐ Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.

Telephone number: Email Address:

1. Provide the total amount of your claim based on Lehman Programs Securities. Your claim amount must be the amount owed under your Lehman Programs Securities as of September 15, 2008, whether you owned the Lehman Programs Securities on September 15, 2008 or acquired them thereafter, and whether such claim matured or became fixed or liquidated before or after September 15, 2008. The claim amount must be stated in United States dollars, using the exchange rate as applicable on September 15, 2008. If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the claim amounts for each Lehman Programs Security to which this claim relates.

Amount of Claim: See attached (Required)

☒ Check this box if the amount of claim includes interest or other charges in addition to the principal amount due on the Lehman Programs Securities.

2. Provide the International Securities Identification Number (ISIN) for each Lehman Programs Security to which this claim relates. If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the ISINs for the Lehman Programs Securities to which this claim relates.

International Securities Identification Number (ISIN): See attached (Required)

3. Provide the Clearstream Bank Blocking Number, a Euroclear Bank Electronic Reference Number, or other depository blocking reference number, as appropriate (each, a "Blocking Number") for each Lehman Programs Security for which you are filing a claim. You must acquire a Blocking Number from your accountholder (i.e. the bank, broker or other entity that holds such securities on your behalf). If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the Blocking Numbers for each Lehman Programs Security to which this claim relates.

Clearstream Bank Blocking Number, Euroclear Bank Electronic Instruction Reference Number and or other depository blocking reference number:

See attached (Required)

4. Provide the Clearstream Bank, Euroclear Bank or other depository participant account number related to your Lehman Programs Securities for which you are filing this claim. You must acquire the relevant Clearstream Bank, Euroclear Bank or other depository participant account number from your accountholder (i.e. the bank, broker or other entity that holds such securities on your behalf). Beneficial holders should not provide their personal account numbers.

Accountholders Euroclear Bank, Clearstream Bank or Other Depository Participant Account Number:

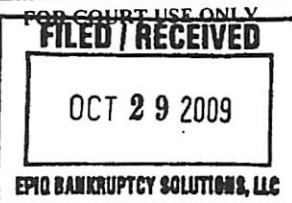
See attached (Required)

5. Consent to Euroclear Bank, Clearstream Bank or Other Depository: By filing this claim, you consent to, and are deemed to have authorized, Euroclear Bank, Clearstream Bank or other depository to disclose your identity and holdings of Lehman Programs Securities to the Debtors for the purpose of reconciling claims and distributions.

Date:  
October  
28, 2009

Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any.

Name: Massimo Ponzellini Title: President



Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571

**EXHIBIT 1**

<b>ISIN Code</b>	<b>Clearstream blocking #</b>	<b>Clearstream account #</b>	<b>Issuer</b>	<b>Nominal Amount</b>
XS0162289663	CA19828	50245	Lehman Brothers Treasury Co. B.V.	EUR 8,000.00
XS0163559841	CA19825	50245	Lehman Brothers Treasury Co. B.V.	EUR 10,000.00
XS0176153350	CA06337	50245	Lehman Brothers Treasury Co. B.V.	EUR 4,439,000.00
XS0178969209	CA19821	50245	Lehman Brothers Treasury Co. B.V.	EUR 15,000.00
XS0181945972	CA19820	50245	Lehman Brothers Treasury Co. B.V.	EUR 480,000.00
XS0185655445	CA19814	50245	Lehman Brothers Treasury Co. B.V.	EUR 163,000.00
XS0189294225	CA19810	50245	Lehman Brothers Treasury Co. B.V.	EUR 392,000.00
XS0195431613	CA19804	50245	Lehman Brothers Treasury Co. B.V.	EUR 38,000.00
XS0200284247	CA19799	50245	Lehman Brothers Treasury Co. B.V.	EUR 676,000.00
XS0208459023	CA19795	50245	Lehman Brothers Treasury Co. B.V.	EUR 520,000.00
XS0211093041	CA19790	50245	Lehman Brothers Treasury Co. B.V.	EUR 1,171,000.00
XS0202417050	CA19794	50245	Lehman Brothers Treasury Co. B.V.	EUR 20,000.00
XS0211814123	CA19785	50245	Lehman Brothers Treasury Co. B.V.	EUR 168,000.00
XS0220704109	CA19783	50245	Lehman Brothers Treasury Co. B.V.	EUR 227,000.00
XS0229269856	CA19780	50245	Lehman Brothers UK Capital Funding L.P.	EUR 650,000.00
XS0213971210	CA19779	50245	Lehman Brothers Treasury Co. B.V.	EUR 10,000.00
XS0283497005	CA19769	50245	Lehman Brothers Treasury Co. B.V.	EUR 6,000.00

<b>ISIN Code</b>	<b>Monte Titoli blocking #</b>	<b>Monte Titoli account #</b>	<b>Issuer</b>	<b>Nominal Amount</b>
IT0006578600	81993756	65584	Lehman Brothers Treasury Co. B.V.	EUR 25,000.00

**EXHIBIT 2**

Nominal Amount	Nominal Amount (Foreign Currency)	Interest** (Foreign currency)	Total (Foreign Currency)	Nominal Amount (USD)*	Interest (USD)*	Total (USD*)
XS0162289663	EUR 8,000.00	EUR 87.11	EUR 8,087.11	USD 11,320.80	USD 123.27	USD 11,444.07
XS0163559841	EUR 10,000.00	EUR 193.49	EUR 10,193.49	USD 14,151.00	USD 273.81	USD 14,424.81
XS0176153350	EUR 4,439,000.00	EUR 126,186.51	EUR 4,565,186.51	USD 6,281,628.90	USD 178,566.53	USD 6,460,195.43
XS0178969209	EUR 15,000.00	EUR 412.90	EUR 15,412.90	USD 21,226.50	USD 584.29	USD 21,810.79
XS0181945972	EUR 480,000.00	EUR 11,482.46	EUR 491,482.46	USD 679,248.00	USD 16,248.83	USD 695,496.83
XS0185655445	EUR 163,000.00	EUR 4,063.35	EUR 167,063.35	USD 230,661.30	USD 5,750.05	USD 236,411.35
XS0189294225	EUR 392,000.00	EUR 6,679.65	EUR 398,679.65	USD 554,719.20	USD 9,452.37	USD 564,171.57
XS0195431613	EUR 38,000.00	EUR 321.00	EUR 38,321.00	USD 53,773.80	USD 454.25	USD 54,228.05
XS0200284247	EUR 676,000.00	EUR 20,167.60	EUR 696,167.60	USD 956,607.60	USD 28,539.17	USD 985,146.77
XS0208459023	EUR 520,000.00	EUR 11,624.21	EUR 531,624.21	USD 735,852.00	USD 16,449.42	USD 752,301.42
XS0211093041	EUR 1,171,000.00	EUR 13,464.90	EUR 1,184,464.90	USD 1,657,082.10	USD 19,054.18	USD 1,676,136.28
XS0202417050	EUR 20,000.00	EUR 530.12	EUR 20,530.12	USD 28,302.00	USD 750.17	USD 29,052.17
XS0211814123	EUR 168,000.00	EUR 4,037.92	EUR 172,037.92	USD 237,736.80	USD 5,714.06	USD 243,450.86
XS0220704109	EUR 227,000.00	EUR 2,659.42	EUR 229,659.42	USD 321,227.70	USD 3,763.35	USD 324,991.05
XS0229269856	EUR 650,000.00	EUR 32,675.38	EUR 682,675.38	USD 919,815.00	USD 46,238.93	USD 966,053.93
XS0213971210	EUR 10,000.00	EUR 98.63	EUR 10,098.63	USD 14,151.00	USD 139.57	USD 14,290.57
XS0283497005	EUR 6,000.00	EUR 165.98	EUR 6,165.98	USD 8,490.60	USD 234.88	USD 8,725.48
IT0006578600	EUR 25,000.00	EUR 490.31	EUR 25,490.31	USD 35,377.50	USD 693.84	USD 36,071.34

**Total Claim Amount: USD \$ 13,094,402.77**

*\* Amounts due in EUR have been converted to US Dollars using the exchange reference rate published by the European Central Bank for September 15, 2008: 1 EUR = 1.4151 USD.*

*\*\* Interest accrued until September 14, 2008 (included).*